

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

IN RE:	§	
	§	CASE NO. 25-40712
DZS INC., <i>et al.</i> , ¹	§	
	§	(Chapter 7)
DEBTORS.	§	

**THIRD NOTICE OF
ASSUMPTION OF EXECUTORY CONTRACT(S) OR UNEXPIRED LEASE(S)**

PLEASE TAKE NOTICE THAT on April 28, 2025 the United States Bankruptcy Court for the Eastern District of Texas (the “Court”) entered an order [Docket No. 112] (the “Sale Order”) that, among other things approved the sale of substantially all of the assets of the above-captioned debtors (the “Debtors”) to Zhone Technologies, Inc., (“Zhone”), formerly known as Fibre Acquisitions Corporation.

PLEASE TAKE FURTHER NOTICE THAT the Trustee filed the *Notices of Executory Contracts and/or Unexpired Leases to be Assumed* [ECF Nos. 47-66, 69] with the Court on April 14, 2025 and served such Notices on counter-parties to such Executory Contract(s) and/or Unexpired Lease(s) (each a “Notice of Potentially Assumed Contract or Lease”).

PLEASE TAKE FURTHER NOTICE THAT the Purchaser has elected to assume the Executory Contract(s) and/or Unexpired Lease(s) to which you are a party listed on the attached **Exhibit 1** to this Notice.

PLEASE TAKE FURTHER NOTICE THAT “cure” obligations included in the Notice of Potentially Assumed Contract or Lease or as otherwise agreed to by the Purchaser and any other party to such lease or contract (the “Cure Claim”) of any Executory Contract(s) or Unexpired Lease(s) included in this Notice, shall be satisfied for the purposes of section 365(b)(1) of the Bankruptcy Code, by payment in Cash, within ten (10) calendar days of this Notice or on such other date as the parties to such Executory Contract(s) and/or Unexpired Lease(s) may otherwise agree. Any Cure Claim shall be deemed fully satisfied, released, and discharged upon such payment. The Purchaser may settle and pay any Cure Claim without any further notice to or action, order, or approval of the Bankruptcy Court. The Trustee and Purchaser may adjourn consideration of any cure dispute beyond the Sale Hearing.

¹ The Debtors in these Chapter 7 Cases, along with the last four digits of each Debtor’s federal tax identification number, are: DZS Inc. (9099); DZS Services Inc. (3763); and DZS California Inc. (3221) (each “Debtor” and collectively the “Debtors”). The location of the Debtors’ service address for purposes of these Chapter 7 Cases is: 5700 Tennyson Parkway, Suite 400, Plano, TX 75024.

PLEASE TAKE FURTHER NOTICE THAT the Purchaser is responsible for payment of any Cure Claims as defined in the Notice of Potentially Assumed Contract or Lease related to your agreement.

PLEASE TAKE FURTHER NOTICE THAT any objection to the assumption of an Executory Contract or Unexpired Lease under the Plan was due no later than April 25, 2025.

PLEASE TAKE FURTHER NOTICE THAT any request for payment of or objection to a Cure Claim that differs from the cure amounts listed in the Notice of Potentially Assumed Contract or Lease was also required to be Filed with the Bankruptcy Court no later than April 25, 2025.

PLEASE TAKE FURTHER NOTICE THAT, pursuant to the Sale Order, any counterparty to an Executory Contract or Unexpired Lease that failed to timely object to the proposed assumption, assumption and assignment, or related Cure Claim is deemed to have assented to such assumption and assignment and/or Cure Claim of such Executory Contract or Unexpired Lease, as applicable, and any untimely objection shall be disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against the Purchaser, without the need for any objection by the Purchaser or any other party in interest or any further notice to or action, order, or approval of the Court. Such counterparties to such Executory Contract(s) or Unexpired Lease(s) shall be deemed to release and waive, subject to such counterparties' receipt of the applicable Cure Claim, any and all rights arising under such Executory Contract(s) or Unexpired Lease(s) related to any default, cross-default, termination, put right, or other similar provision related to any event, default, or potential default on or occurring prior to the Closing Date.

PLEASE TAKE FURTHER NOTICE THAT assumption of any Executory Contract and/or Unexpired Lease pursuant to the Sale Order shall result in the full release and satisfaction of any claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any such Executory Contract or Unexpired Lease at any time on or before the date that the Debtors assume or assume and assign such Executory Contract or Unexpired Lease.

PLEASE TAKE FURTHER NOTICE THAT neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on Notice of Potentially Assumed Contract or Lease, shall constitute an admission by the Debtors, the Trustee or Purchaser that any such contract or lease is in fact an Executory Contract or Unexpired Lease, that any Debtor(s) has any liability thereunder, or that such Executory Contract or Unexpired Lease is a binding and enforceable agreement. In addition, the Trustee and Purchaser shall have the right to: (i) alter, amend, modify, or supplement any information set forth herein, including to add or remove any Executory Contract or Unexpired Lease from the Rejection List or Assumption List, pursuant to the terms of the Plan; and (ii) contest any Claim asserted in connection with any Executory Contract or Unexpired Lease.

Any questions regarding this Notice should be directed to John Higgins at 469-581-9204, Email: john.higgins@zhone.com.

Dated: May 9, 2025.

Respectfully submitted,

DYKEMA GOSSETT PLLC

By: /s/ Dominique A. Douglas

Deborah D. Williamson

Texas State Bar No. 21617500

Dominique A. Douglas

Texas State Bar No. 24134409

DYKEMA GOSSETT PLLC

112 E. Pecan St., Suite 1800

San Antonio, Texas 78205

Phone: 210-554-5275

Email: dwilliamson@dykema.com

Email: ddouglas@dykema.com

**ATTORNEYS FOR
ZHONE TECHNOLOGIES, INC.
FORMERLY KNOWN AS
FIBRE ACQUISITION CORPORATION**

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on May 9, 2025, a true and correct copy of the foregoing was served by electronic means as listed on the Court's ECF noticing system and first class mail to necessary contract counterparties.

/s/ Dominique A. Douglas

Dominique A. Douglas

Exhibit 1
Assumption List

DZS ID	Counterparty Name	Description of Contract or Lease
2.0390	INTERBEL TELEPHONE COOPERATIVE INC	SUBJECT: MONTANA 522 INTERBEL
2.0391	INTERCABLE SA DE CV	DISTRIBUTORSHIP AGREEMENT
2.0397	TAMDEED PROJECTS LLC; SISALAT SERVICES HOLDING LLC	PURCHASE AGREEMENT FOR PRODUCTS AND SERVICES
2.0411	KANOKLA TELEPHONE	PURCHASE AGREEMENT FOR PRODUCTS AND SERVICES
2.0422	KINGSTON COMMUNICATIONS	PURCHASE AGREEMENT
2.0423	KIT CARSON TELECOM	PURCHASE AGREEMENT
2.0434	LIGHT RIVER TECHNOLOGIES INC	DZS INC. RESELLER AGREEMENT
2.0435	LIGHT RIVER TECHNOLOGIES INC	RESELLER AGREEMENT
2.0436	LIGHTRIVER TECHNOLOGIES INC	MUTUAL PRODUCT EVALUATION AGREEMENT
2.0439	LISCO LLC	PURCHASE AGREEMENT
2.0441	LOWVO COMPANY	RESELLER AGREEMENT
2.0442	LOWVO SOLUTIONS	RESELLER AGREEMENT
2.0448	MANTI TELEPHONE CO.; MTCC	PURCHASE AGREEMENT FOR PRODUCTS AND SERVICES

2.0450	MASSEY; WORLD WIDE TECHNOLOGY LLC	MUTUAL PRODUCT EVALUATION AGREEMENT
2.0451	MATANUSKA TELEPHONE ASSOCIATION, INC.	PURCHASE AGREEMENT FOR PRODUCTS AND SERVICES
2.0452	MAVENIR SYSTEMS INC	GLOBAL TEAMING AGREEMENT
2.0453	MAVENIR SYSTEMS INC	HARDWARE OEM SUPPLY AGREEMENT
2.0454	MAVENIR SYSTEMS INC	MUTUAL PRODUCT EVALUATION AGREEMENT
2.0455	MAVENIR SYSTEMS INC	MUTUAL PRODUCT EVALUATION AGREEMENT
2.0458	MEGA HERTZ INC	CONTRACTUAL DOCUMENT
2.0459	MEGA HERTZ INC	RESELLER AGREEMENT
2.0464	MID-HUDSON CABLEVISION	MUTUAL PRODUCT EVALUATION AGREEMENT
2.0471	MOBIA TECHNOLOGY INNOVATIONS INCORPORATED	DZS INC. RESELLER AGREEMENT
2.0480	MTS ALLSTREAM INC	MASTER SUPPLY AGREEMENT
2.0481	MTS ALLSTREAM INC	MASTER SUPPLY AGREEMENT
2.0484	MULTICOM INC	AMENDMENT NO. 1 TO RESELLER AGREEMENT
2.0485	MULTICOM INC	RESELLER AGREEMENT

2.0490	MYAKKA COMMUNICATIONS, INC.	PURCHASE AGREEMENT FOR PRODUCTS AND SERVICES
2.0507	NEXTCOM PTY LTD	RESELLER AGREEMENT
2.0514	NORMAN ENGINEERING	PURCHASE AGREEMENT FOR PRODUCTS AND SERVICES
2.0516	NORTH CENTRAL TELEPHONE COOPORATIVE (NCTC)	PURCHASE AGREEMENT FOR PRODUCTS AND SERVICES
2.0517	NORTH STATE COMMUNICATIONS	PURCHASE AGREEMENT FOR PRODUCTS AND SERVICES
2.0519	NORTHWESTEL INC	PRODUCT PURCHASE AGREEMENT
2.0520	NORTHWESTEL INC	STATEMENT OF WORK
2.0521	NORTHWESTEL INC; DASAN ZONE SOLUTIONS INC	AMENDMENT NO. ONE TO PRODUCT PURCHASE AGREEMENT
2.0522	NORTHWESTEL INC; DASAN ZONE SOLUTIONS INC	AMENDMENT NO. ONE TO PRODUCT PURCHASE AGREEMENT
2.0523	NORVADO, INC.	PURCHASE AGREEMENT FOR PRODUCTS AND SERVICES
2.0534	OOREDOO MALDIVES PLC; RESELLER DER BO MALLIVES PLC	RESELLER AGREEMENT
2.0539	ORANGE FRANCE SA	MUTUAL PRODUCT EVALUATION AGREEMENT
2.0540	ORANGE INNOVATION	MUTUAL PRODUCT EVALUATION AGREEMENT
2.0544	ORANGE POLSKA SA; SLOBODAN ZLATKOVIC	EVALUATION AGREEMENT

2.0564	PLANTERS COMMUNICATIONS LLC	PURCHASE AGREEMENT FOR PRODUCTS AND SERVICES
2.0577	PRODUCT SOURCE INTERNATIONAL DATACOMM	ELITE RESELLER AGREEMENT
2.0578	PRODUCT SOURCE INTERNATIONAL DATACOMM	MUTUAL PRODUCT EVALUATION AGREEMENT
2.0579	PRODUCT SOURCE INTERNATIONAL DATACOMM LLC	AMENDMENT NO. 1 TO ELITE RESELLER AGREEMENT 30
2.0580	PRODUCT SOURCE INTERNATIONAL DATACOMM LLC	AMENDMENT NO. 1 TO ELITE RESELLER AGREEMENT 30
2.0581	PRODUCT SOURCE INTERNATIONAL DATACOMM LLC	AMENDMENT TO RESELLER AGREEMENT
2.0600	QUATTRO TRADING AND DISTRIBUTION	RESELLER AGREEMENT
2.0602	RAFFLES SEYCHELLES LTD	PURCHASE AGREEMENT FOR PRODUCTS AND SERVICES
2.0607	REFLEX SOLUTIONS PTY LTD	RESELLER AGREEMENT
2.0615	RURAL TELECOMMUNICATIONS OF AMERICA INC	MUTUAL PRODUCT EVALUATION AGREEMENT
2.0652	SOMTEL SOMALIA LTD	PURCHASE AGREEMENT FOR PRODUCTS AND SERVICES
2.0673	STUART C IRBY CO	AMENDMENT #1 BETWEEN STUART C IRBY CO. AND DZS INC. AMENDMENT NO. 001
2.0674	STUART C IRBY CO	AMENDMENT #1 BETWEEN STUART C IRBY CO. AND DZS INC. AMENDMENT NO. 001
2.0675	STUART C IRBY CO	AMENDMENT OF RESELLER AGREEMENT

2.0676	STUART C IRBY CO	AMENDMENT OF RESELLER AGREEMENT
2.0677	STUART C IRBY CO	AMENDMENT OF RESELLER AGREEMENT
2.0678	STUART C IRBY CO	AMENDMENT OF RESELLER AGREEMENT
2.0679	STUART C IRBY CO	MUTUAL PRODUCT EVALUATION AGREEMENT
2.0680	STUART C IRBY CO	RESELLER AGREEMENT
2.0690	TACHUS FIBER INTERNET	MUTUAL PRODUCT EVALUATION AGREEMENT
2.0691	TACHUS LLC	AMENDMENT #1 BETWEEN TACHUS, LLC AND DZS INC. AMENDMENT #1